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INTERSTATE COMMERCE COMMISSION

AGREEMENT AND ASSIGNMENT dated as of June 1, 1971, between GENERAL LEASING AND MANAGEMENT COMPANY, a Pennsylvania corporation (hereinafter called the Vendor), and PROVIDENT NATIONAL BANK, acting as Agent under a Finance Agreement dated as of June 1, 1971 (hereinafter called the Finance Agreement and said Bank, so acting, being hereinafter called the Assignee).

WHEREAS, the Vendor and Sigfried Weis and Robert F. Weis, of Sunbury, Pennsylvania, as tenants in common and trading as S&R RAILROAD (hereinafter called the Company), have entered into a Conditional Sale Agreement dated as of June 1, 1971, (hereinafter called the Conditional Sale Agreement), covering the sale and delivery, on the conditions therein set forth, by the Vendor and the purchase by the Company of the railroad equipment described in Annex A to the Conditional Sale agreement (said equipment being hereinafter called the Equipment);

NOW, THEREFORE, THIS AGREEMENT AND ASSIGNMENT (hereinafter called this Assignment) WITNESSETH: That, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Assignee to the Vendor, the receipt of which is hereby acknowledged, as well as of the mutual covenants herein contained:

SECTION 1. The Vendor hereby assigns, transfers, and sets over unto the Assignee, its successors and assigns:

(a) All the right, title and interest of the Vendor in and to each unit of the Equipment:

(b) all the right, title and interest of the Vendor in and to the Conditional Sale Agreement (except the right to sell and deliver the Equipment and the right to receive the payments specified in subparagraph (a) of the third paragraph of Article 3 thereof), and in and to any and all amounts which may be or become due or owing to the Vendor under the Conditional Sale Agreement on account of the indebtedness in respect of the Purchase Price (as defined in the Conditional Sale Agreement) of the Equipment and interest thereon, and in and to any other sums becoming due from the Company under the Conditional Sale Agreement, other than those hereinabove excluded; and

(c) except as limited by subparagraph (b) of this paragraph, all the Vendor's rights, powers, privileges and remedies under the Conditional Sale Agreement;

without any recourse, however, against the Vendor for or on account of the failure of the Company to make any of the payments provided for in, or otherwise to comply with, any of the provisions of the Conditional Sale Agreement; *provided, however, that*

Filed and recorded with the Interstate Commerce Commission pursuant to Section 20c of the Interstate Commerce Act on _____ at _____, Recordation No. _____

counterclaim or recoupment whatsoever arising by reason of any other indebtedness or liability at any time owing to the Company by the Vendor.

The Vendor agrees that any amount payable to it by the Company, whether pursuant to the Conditional Sale or otherwise, not hereby assigned to the Assignee, shall not be secured by any lien, charge or security interest on any units of the Equipment in respect of which the Assignee pays to the Vendor the amount to be paid under Section 5 hereof.

SECTION 3. The Vendor will cause to be plainly, distinctly, permanently and conspicuously marked on each side of each unit of the Equipment, at the time of delivery thereof to the Company, in letters not less than one inch in height, the legend referred to in Article 9 of the Conditional Sale Agreement.

SECTION 4. Upon request of the Assignee, its successors and assigns, the Vendor will execute any and all instruments which may be necessary or proper in order to discharge of record the Conditional Sale Agreement or any other instrument evidencing any interest of the Vendor therein or in the Equipment.

SECTION 5. The Assignee, on the Closing Date fixed as provided in Article 3 of the Conditional Sale Agreement (as defined in said Article 3) shall pay to the Vendor an amount equal to that portion of the Purchase Price (as defined in said Article 3) of the Equipment not required to be paid pursuant to subparagraph (a) of the third paragraph of said Article 3 provided that there have been delivered to the Assignee and its counsel (with a signed counterpart to the Company) the following documents, in such number of counterparts or copies as may reasonably be requested, in form and substance satisfactory to it and to its special counsel hereinafter mentioned:

(a) Bill of Sale from the Vendor to the Assignee, confirming the transfer hereunder to the Assignee of security title to the units of Equipment and warranting to the Assignee and to the Company that at the time of delivery to the Company under the Conditional Sale Agreement the Vendor had legal title to the Equipment and good and lawful right to sell the Equipment and title to the Equipment was free of all claims, liens, security interests and other encumbrances of any nature except only the rights of the Company under the Conditional Sale Agreement and the rights of the Lessee under the Lease;

(b) Certificate or Certificates of Acceptance with respect to the Equipment as contemplated by Article 2 of the Conditional Sale Agreement and the Certificate or Certificates of Acceptance pursuant to § 1 of the Lease;

(c) Invoices for the Equipment accompanied by or having endorsed thereon a certification by the Company and the Lessee as to the correctness of the prices of such units as set forth in said invoices;

(d) Opinion, dated as of such Closing Date, of Messrs. Morgan, Lewis &

existing corporation in good standing under the laws of Pennsylvania and has the power and authority to own its properties and to carry on its business as now conducted and (ii) the Conditional Sale Agreement and this Assignment have been duly authorized, executed and delivered by the Vendor and are valid instruments binding upon the Vendor and enforceable against the Vendor in accordance with their terms; and

(h) Unless payment of the amount, if any, payable pursuant to subparagraph (a) of the third paragraph of Article 3 of the Conditional Sale Agreement shall be made by the Assignee with funds furnished to it for that purpose by the Company, the receipt from the Vendor for such payment; and

(i) Evidence that Vendor has paid for or has made adequate provision for payment for the construction of the units of Equipment.

In giving the opinions specified in this Section 5, counsel may qualify any opinion to the effect that any agreement is a legal and valid instrument binding upon the parties thereto and enforceable in accordance with its terms by a general reference to limitations as to enforceability imposed by bankruptcy, insolvency, reorganization, moratorium or other laws affecting the enforcement of creditors' rights generally. In giving the opinions specified in subparagraphs (d), (e) and (f) of the first paragraph of this Section 5, counsel may rely as to the title to the units of the Equipment at the time of delivery to the Company upon the opinion of counsel for the Vendor.

The obligation of the Assignee hereunder to make payment for Equipment is hereby expressly conditioned upon the prior receipt by the Assignee, pursuant to the Finance Agreement, of all the funds to be furnished to the Assignee under the Finance Agreement by the Investor named on the signature page thereof and upon payment by the Company of the amount required to be paid by it pursuant to subparagraph (a) of the third paragraph of Article 3 of the Conditional Sale Agreement.

The Assignee shall not be obligated to make any of the above-mentioned payments at any time while an event of default, or any event which with the lapse of time and/or demand provided for in the Conditional Sale Agreement will constitute an event of default, shall be subsisting under the Conditional Sale Agreement.

In the event that the payments to be made by the Assignee hereunder shall not be paid, the Assignee shall reassign to the Vendor, without recourse to the Assignee, all right, title and interest of the Assignee in and to the units of Equipment in the Group with respect to which such payment has not been made by the Assignee.

SECTION 6. The Assignee may assign all or any of its rights under the Conditional Sale Agreement, including the right to receive any payments due or to become due to it from the Company thereunder. In the event of any such assignment any such subsequent or successive assignee or assignees shall, to the extent of such assignment,

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the date first above written.

GENERAL LEASING AND
MANAGEMENT COMPANY

[CORPORATE SEAL]

Attest: Stuart H. Odell
Secretary

By M. Shuf
President

PROVIDENT NATIONAL BANK, as Agent,

[CORPORATE SEAL]

Attest: John H. Kneec
Assistant Secretary

By J. Harold Stephens
Vice President

ACKNOWLEDGEMENT OF NOTICE OF ASSIGNMENT

Receipt of a copy of, and due notice of, the assignment made by the foregoing Agreement and Assignment is hereby acknowledged as of June 1, 1971.

S&R RAILROAD

Sigfried Weis
Sigfried Weis
Robert F. Weis
Robert F. Weis
by Sidney Apfelbaum
Their Attorney-In-Fact
Sidney Apfelbaum

PENNSYLVANIA POWER & LIGHT COMPANY

By R. R. Fortune
Vice President